

AGREEMENT
BETWEEN THE
HACKENSACK ASSOCIATION OF
OFFICE PROFESSIONALS
AND THE
BOARD OF EDUCATION
2012 - 2015

BOARD-HAOP AGREEMENT INDEX

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ARTICLE 1 - RECOGNITION

In accordance with the provisions of the New Jersey Employer-Employee Relations Act (Chapter 123 of the Public Laws of 1974) hereinafter referred to as the Act, the Hackensack Board of Education hereinafter referred to as the Board, hereby recognizes the Hackensack Association of Office Professionals, hereinafter referred to as the Association, as the exclusive representative designated for the purpose of collective negotiations by a majority of the Association members employed by the Board excluding the Secretary to the Superintendent, Secretary to the Assistant Superintendent and Secretary to the Business Administrator/Board Secretary.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

- A)** The Board and the Association shall enter into collective Negotiations on a successor agreement to this contract in accordance with rules and regulations of the Public Employment Relations Commission (PERC).
- B)** Both parties shall exchange written proposals to this contract at the first negotiating meeting.
- C)** As soon after January 1st as a tentative budget is available for the succeeding school year, the Superintendent shall, upon request, conduct a conference with the negotiating committee of the Association for the purpose of discussing and making available that budget.

ARTICLE 3 - GRIEVANCES

- A)** A grievance shall be defined and subject to limitations as follows:
 - 1)** A grievance is a complaint by any member or members of the bargaining unit represented by the Association, or by the Association itself, that there has been an actual personal loss because of an interpretation, application, or violation of policies or agreements, or as a result of an administrative decision affecting terms and conditions of employment.

- 2) The grievance procedure shall not be applicable to claims,
 - a) by non-tenure employees by reason of their not being re-employed.
 - b) wherein a method of review is prescribed by law or by rule or regulation of the State Commissioner or State Board of Education.
 - 3) A grievance to be considered under this procedure must be initiated, in writing, within twenty (20) school days of its occurrence.
- B) The following procedures shall govern the processing of all grievances:**
- 1) It is understood that while participating in these procedures, the grievant shall continue to observe all assignments and applicable rules and regulations of the Board.
 - 2) A grievance shall be presented by the grievant or by a representative designated by the grievant. The Association shall be represented at any level of the procedure in order to make known its position and the manner in which it believes the grievance should be resolved. The Board may designate a representative to participate at any level of the procedure. A minority organization shall neither present nor process grievances.
 - 3) Failure at any level of this procedure to communicate a written decision within the specified time limits permits the grievant to proceed to the next level. Failure at any level of the procedure to appeal to the next level within the specified time limits or failure to appear at a scheduled hearing without reasonable cause, explained in writing within two (2) days of the scheduled hearing, shall constitute acceptance of the decision rendered at the previous level. Time limits may, however, be extended by mutual agreement.
- 4) The following steps shall be followed in processing a grievance:**
- IN SCHOOL BUILDINGS
- | | | |
|--------|---|------------------------|
| Step 1 | - | to the Principal |
| Step 2 | - | to the Board Secretary |
| Step 3 | - | to the Superintendent |

- Step 4 - to the Board
- Step 5 - to Arbitration

IN OTHER ADMINISTRATIVE OFFICES

- Step 1 - to the Immediate Supervisor
- Step 2 - to the Board Secretary
- Step 3 - to the Superintendent
- Step 4 - to the Board
- Step 5 - to Arbitration

- 5) All grievances shall be initiated at the first level by submitting a written grievance statement to the appropriate administrator. The grievance statement shall include the name or names of the grievant(s); the nature of the grievance; the date of its occurrence; the sections or articles of the agreement or board policies, if any, claimed to have been violated; the manner in which said sections or articles were violated; the nature of the personal loss; and the remedy sought.
- 6) The administrator at the first level of appeal shall, upon receiving the grievance statement, advise the Association and the Superintendent of the grievance and its nature. He shall then hold a hearing at a time mutually agreed upon and shall communicate his decision, in writing, to the grievant and to the Association within (5) school days of his having received the written statement.
- 7) If the grievant decides to proceed to the second level of appeal, viz., the Board Secretary, this must be done within five (5) school days of receiving the written decision from the first level administrator. The grievant may request review by the Board Secretary by submitting to him the grievant statement submitted at the prior level and setting forth the reasons for dissatisfaction with the decision previously rendered. The Board Secretary may hold a hearing at a time mutually agreed upon and shall communicate a written decision to the grievant and to the Association within eight (8) school days of his having received the request for review.

- 8)** If the grievant decides to proceed to the third level of appeal, viz., the Superintendent, this must be done within (5) school days of receiving the written decision from the second level administrator.

The grievant may request review by the Superintendent by submitting to him the grievant statement submitted at the prior level and setting forth the reasons for dissatisfaction with the decision previously rendered. The Superintendent may hold a hearing at time mutually agreed upon and shall communicate a written decision to the grievant and to the Association within (8) school days of his having received the request for review.
- 9)** If the grievant decides to proceed to the fourth level of appeal, viz., the Board, this must be done within (5) school days of receiving the written decision from the Superintendent. A request for review by the Board, setting forth the reasons for dissatisfaction with the Superintendent's decision shall be submitted to the Board, in writing, through the Superintendent. The Superintendent shall attach all papers and related materials and forward the request to the Board. The Board shall hold a hearing at a time mutually agreed upon and within twenty (20) school days from the Superintendent's receipt of request for review by the Board. The Board shall then communicate its decision, in writing, to the grievant and to the Association within ten (10) school days after the hearing by the Board.
- 10)** If the grievant decides to proceed to the fifth level of appeal, viz., arbitration, it must be done within five (5) school days of receiving the written decision from the Board. The grievant shall notify the Board, in writing, through the Superintendent, of the grievant's decision to submit the grievance to arbitration and shall request the American Arbitration Association to submit a roster of persons qualified to function as arbitrators and willing to conduct hearings outside of school hours. Arbitration shall be conducted pursuant to applicable laws and statutes and the rules and regulations of the Public Employment Relations Commission (PERC).

- 11)** The selection of an arbitrator and the conduct of hearings outside of school hours shall be in accordance with the rules of the Public Employment Relations Commission.
- 12)** The arbitrator shall be limited to the evidence and arguments presented by the grievant; the grievant's representatives, the Association, the Association's representatives, the Board, and the Board's representatives and shall consider nothing else. The arbitrator shall neither add anything to, nor subtract anything from, the Agreement or any policy of the Board.
- 13)** The findings and recommendations of the arbitrator shall be recommendatory or advisory only, except that they shall be final and binding on both parties when contract items are in issue.
- 14)** Only the Board, its representatives, the Association, its representatives, the grievant, and the grievant's representatives shall be given copies of the arbitrator's report of findings and recommendations, and it shall be given to each of these. This report shall be submitted by the arbitrator within fifteen (15) calendar days of the completion of the hearings on the matter. This report shall be kept confidential and shall not be disclosed or released, directly or indirectly in whole or in part, by the Board, the Association, the grievant, or by any of their representatives for a period of (15) calendar days after issuance of the report by the arbitrator.
- 15)** The grievant and the Board, or their representatives shall, within fifteen (15) calendar days, notify one another of their acceptance or rejection, in whole or in part, of the arbitrator's findings and/or recommendations.
- 16)** The fees and expenses of the arbitrator shall be shared equally; one-half (1/2) being paid by the Board and one-half (1/2) being paid by the grievant. Each party shall bear the total of other costs it has occurred.

ARTICLE 4 - EMPLOYEE RIGHTS

- A)** No employee shall be coerced, discriminated against, or reprimanded by virtue of the exercise of their rights granted under the law.
- B)** Whenever an employee is required to appear before any administrator or supervisor, Board or any committee or member thereof, concerning a matter which shall result in a written report, which shall be placed in their personnel file and/or which would adversely affect the continuation of that employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him during such meeting or interview. The annual evaluation conference shall be excluded from this provision.
- C)** Copies of the current agreement shall be printed by the Board of Education within thirty (30) days after the agreement is signed, and copies provided to all Association members now employed, Board office, Board members and Chief School Administrator.)
- D)** The Board of Education shall provide each new employee all information necessary for employment, and a contract agreement within the first five (5) working days.

ARTICLE 5 - ASSOCIATION RIGHTS

- A) Display of Association Material** - The Board shall provide bulletin boards in each building for the use of the Association. Location within the schools or Central Administration shall be determined by the Principal or Board Secretary respectively after receiving recommendations from the Association. Any dispute as to the location of bulletin boards or materials placed therein shall be referred to the Superintendent. If such disputes cannot be resolved at the Superintendent's level they may be made the subject of a grievance.

B) Board Minutes - The President of the Association shall be notified of the availability of the official minutes of the Board of Education as soon as they are approved and posted on the district website.

C) Meeting - Association members shall be granted by the Board, free of charge, a place to hold monthly meetings, upon submission of the "Application for Use of Public School Facilities" form. The designated areas shall be sufficiently large to accommodate the membership of the requesting body.

ARTICLE 6 - BOARD RIGHTS

The Board reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations,

- a)** to direct employees of the school district,
- b)** to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees,
- c)** to relieve employees from duty because of lack of work or for other reasons,
- d)** to maintain the efficiency of the school district operations entrusted to them,
- e)** to determine the methods, means and personnel by which such operations are to be conducted and
- f)** to take whatever actions may be necessary to carry out the mission of the school district.

ARTICLE 7 - HOURS OF WORK

A) The regular work week for Association employees shall be thirty-five (35) hours exclusive of lunch periods.

- B)** From September 1 to June 30, the work day shall be eight (8) hours including a one (1) hour duty free lunch period.
- C)** From July 1 to August 31, the work day shall be seven and one-half (7 1/2) hours including a one-half (1/2) hour duty free lunch period.

ARTICLE 8 - ASSOCIATION STAFF ADVISORY COUNCIL

- A)** The Association Advisory Council shall be established as soon as possible after the effective date of this agreement. It shall consist of four (4) representatives from the Association and (4) representatives from Administration. It shall meet at the request of the Association or the Administration to consider any matter relating to Association members in the school system.
- B)** The non-voting chairman of the Council shall be the Superintendent or his designee. A representative of the Association may sit in on the meetings as an observer. The Council shall have an advisory function only. All recommendations of the Council shall be submitted in writing to the Board. The Council shall establish its own rules for operation.
- C)** The Council may consult and meet with any other member or members of the staff as may be appropriate to the topic under consideration.
- D)** All service by members of the Council shall be voluntary.

ARTICLE 9 – CALENDAR

As soon after the Board of Education has adopted the district school calendar for the ensuing year, the HAOP will submit a holiday calendar to the Superintendent for approval. The entitled days off will follow the Board approved school district holiday calendar each year.

- A)** Association Members will be entitled to 20 paid holidays' days off. Any balance of days between holidays on the approved HAOP calendar and the entitled paid days off shall be considered a recess day and taken during

periods that school is not in session with the approval of the Superintendent or designee.

ARTICLE 10 - SICK LEAVE

- A)** All (12) month employees may be absent thirteen (13) days per year for personal illness without loss of pay. All unused days are to be accumulated from year to year. Additional sick leave may be granted at the discretion of the Board upon the recommendation of the Superintendent.
- B)** A physician's certificate shall be submitted in the case of personal illness which extends beyond five (5) work days when required by the Superintendent.
- C)** Absence resulting from a job related injury shall be treated in the same manner as other absence due to illness. In cases ruled to be covered under Worker's Compensation, however, the employee shall have restored, upon returning to duty, all accumulated sick leave as of the date of injury.

Where an employee has filed a Worker's compensation claim and the Board of Education's compensation carrier has found the claim to be a compensable injury, the employee shall be entitled to up to one (1) full year of salary without loss in pay due to said injuries.

ARTICLE 11 - TEMPORARY LEAVES

- A)** Three (3) personal days of leave shall be granted each year for personal business, household, or family matters which require absence during school hours. The applicant shall not be required to state the reasons for taking leave other than that he or she is taking it under this section.

Granting of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent.

- B)** Unused personal leave days convert to unused accumulated sick days.
- C)** Up to three (3) days leave per school year shall be granted with the approval of the Superintendent or his designee, for the purpose of attending meetings or conferences of an educational nature.
- D)** In the event of death in the immediate family, five (5) consecutive work days leave exclusive of Saturdays, Sunday and legal holidays as defined in Chapter 65, Laws of 1977, shall be granted. The immediate family is defined to include the employee's spouse, parent, parent-in-law, grandparent, domestic partner, child, sibling, stepfamily and other members of the immediate household. In the event of death of a relative defined as outside of the immediate family, one day of leave shall be granted.
- E)** In case of death in the immediate family for which absence extends beyond the five (5) days allowed with pay, a member may charge each additional day towards their unused balance of personal or vacation entitled paid days off or one-half pay for each additional day beyond the allowed 5 days will be deducted. The type of leave chosen shall be at the discretion of the association member. The length of time of one-half deduction in pay shall be determined by the Superintendent and approved by the Board.
- F)** Other temporary leaves of absence with or without pay shall be granted by the Board upon the recommendation of the Superintendent.

ARTICLE 12 - EXTENDED LEAVES

- A)** Military leaves without pay shall be granted to any employee who is inducted or enlists following notification of induction, or may be granted to any employee who requests leave to enlist in any branch of the armed forces of the United States for the period of said induction or initial enlistment or to the spouse of any employee who is so inducted to join him for a period of special training in preparation for duty overseas in combat zones.

B) The Board shall grant disability leave without pay to any employee upon request subject to the following stipulations and limitations:

- 1)** The leave of absence shall commence and terminate on the date requested by the employee. The leave shall be for a maximum period of two (2) years.
- 2)** Any employee granted such leave shall, upon request be restored to a comparable position and at the Column level vacated at the commencement of said leave.
- 3)** Any employee granted leave according to the provisions of this section may elect to use all or any part of accumulated sick leave during the period of such absence and receive full pay benefits for the same. Any employee who has insufficient or no accumulated sick leave or who elects not to use same, will have pay deducted for the applicable portion of the leave of absence.
- 4)** No employee shall be required to leave work because of disability at any specific time prior to the disability nor be prevented from returning to work solely on the ground that there has not been a time lapse of specific duration between termination of the disability and the desired date of return.
- 5)** The Board shall not remove any employee from duties unless the employee cannot produce a certificate from the attending physician that the employee is medically able to continue employment.
- 6)** The Board shall not be obliged to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

C) Any employee who does not elect to take a maternity leave may continue to perform her duties according to sections (B.3) and (B.4) above. The period of such absence will be deemed the same as for any other physical disability

and she will be entitled to her annual and accumulated sick leave with pay during the period of her absence.

- D)** Any employee adopting a child shall receive similar leave which shall commence upon her receiving de facto custody of said child or earlier if necessary to fulfill the requirements for adoption.
- E)** A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
- F)** The Board may grant a leave of absence without pay to any employee to campaign for a candidate for public office other than himself or to campaign for or serve in public office.
- G)** Other leaves of absence without pay may be granted by the Board for good reason.
- H)** In accordance with the Federal Family and Medical Leave Act (FFMLA) and the New Jersey Family Leave Act (NJFLA), the Board of Education shall grant staff members up to twelve (12) weeks leave of absence in any twelve (12) month period upon advance notice to the district for the following circumstances:

In order for such member to provide care made necessary by the birth of a child of the staff member: the placement of a child with the staff member in connection with the adoption of such child by the staff member; and the serious health condition of the staff member or the spouse, parent or child of the staff member. When taking a leave covered by both federal and state laws, the leave runs concurrently. Family leave shall be unpaid leave. Certification of duly licensed health care provider shall be required verifying the purpose of the requested family leave.

ARTICLE 13 – SEPARATION OF SERVICE

Separation of Service shall be defined as retirement, reduction in force, resignation, death and non renewal.

A) Separation of service compensation for accumulated sick days shall be given to Association members after completing 10 years of continuous service in the district utilizing the following formula

- 1)** Employees shall receive \$60.00 for each day beyond twenty (20) of unused accumulated sick leave.
- 2)** An employee will be paid \$60.00 for the first twenty days of unused accumulated sick leave if they notify the Board April 1st of their intention to retire July 1st of the same year of separation.

B) In the event of the death of an employee prior to separation of service from the Hackensack Public Schools, said salary and all earned entitled days accrued for reimbursement as per the terms and condition of this contract shall be made payable to the estate of said employee.

C) Separation of Service compensation shall be paid out according to the options selected by the eligible employee:

The options available are:

- 1)** Lump Sum Payment - Thirty (30) days after employee's separation of service date.
- 2)** Lump Sum Payment - January of the calendar year following separation of service.
- 3)** Upon separation of service and upon the request of the employee, compensation for unused accumulated sick leave shall be forwarded to a Board approved post-separation tax deferred program as permitted by the current IRS tax code and NJ statute.

- 4) Any member hired before July 1, 2010 earned vacation credits in the first year of service but were not eligible to use vacation credits until the second year of service. Upon separation of service those members will be entitled to compensation for the balance of unused vacation credits in his/her outgoing contract year and the earned vacation credits in the outgoing year that he/she are entitled to in the following contract year.
- 5) All members hired after July 1/2010 earned and used vacation credits in the first year of service. Upon separation of service members will be entitled to compensation only for the balance of unused vacation credits in his/her outgoing contract year.

ARTICLE 14 – INSURANCE

- A) The Board shall pay the full cost of health insurance premiums for individual employees and their dependents in accordance with the current provisions of the New Jersey State Health Benefits Program or coverage of equal terms or better.
- B) The Board shall pay the full cost of dental insurance premiums for individual employees and their dependents in accordance with the current provisions of the Delta Dental Plan of New Jersey or coverage of equal terms or better.
- C) The Board offers a health insurance opt-out of \$5,000 annually for employees who choose not to sign up for district health insurance. This opt-out payment includes the prescription and major medical plans. Employees who select the opt-out will receive a single monthly payment of \$500.00.

Employees have the option of returning to the district health plan as permitted by the health services provider once annually.

This will be in compliance with state law and regulations relating to the SEHBP.

- D) Staff members hired on or after September 1, 2009 will receive Direct 15 coverage in the SEHBP only. They may buy up to Direct 10 at their own expense. They may upgrade at Board expense to Direct 10 or other SHBP offerings beginning in their fourth consecutive full year of employment as permitted by the SEHBP.

ARTICLE 15 - EMPLOYEE PROMOTIONS

- A) Notice of all position openings shall be posted for at least ten (10) days prior to the final date for submission of applications. The notice shall be posted on the district web page and e-mailed to every employee with a district email account. The notice shall include the final date for the submission of applications, the qualifications and the duties of the position, the rate of compensation, and the anticipated appointment date. In the event that any revision is made in the provisions of this notice, a new notice shall be posted for at least ten (10) days. During this time, additional applications shall be accepted.
- B) Members may apply and be considered for non-certified positions paying extra compensation posted by the Superintendent in accordance with the procedures indicated in Paragraph A of this Article.
- C) In filling vacancies, consideration shall be given to the applicant's area of competency, quality of past performance, attendance record prior experience in such positions and when all factors are substantially equal, preference shall be given to employees in the Hackensack Public Schools. Seniority

shall be given strong consideration in the selection of any candidate for promotion.

- D)** All applicants will be notified in writing within five (5) days of selection of successful applicant.

ARTICLE 16 - METHOD OF SALARY PAYMENT

- A)** Salary checks of employee shall be distributed semi-monthly and shall be issued on the fifteenth and last working day of each month.
- B)** Upon application by an employee, provisions will be made for Central Bergen Federal Credit Union Savings and Loan through payroll deductions.

ARTICLE 17 - VACATIONS

- A)** Twelve month Association members shall be entitled to the following paid vacation time:
- 1)** After one year - 10 days
 - 2)** After five years - 15 days
 - 3)** After ten years - 20 days
- B)** During the first contract year of employment
- 1)** Each 12 month employees will accrue 1 vacation day for each full month of service with a maximum of 10 days.
 - 2)** Vacation days are available for employees use as they are earned during first year of service.
- C)** All vacation day requests for 5 or more consecutive days must be submitted for approval using the approved district employee attendance program at least 5 days prior to the vacation period.

ARTICLE 18 – TENURE

- A) Any Association member who is regularly employed on a full time basis and has been or shall have been so employed for three (3) consecutive years shall hold his employment under tenure.

ARTICLE 19 - TRAVEL EXPENSE ALLOWANCE

- A) All travel compensation as authorized by the Superintendent or Board Secretary shall be at the mileage rate determined by the NJDOE Office of Management of Budget (OMB)

ARTICLE 20 - PAST PRACTICES

- A) All terms and conditions of employment applicable on the effective date of this Agreement, except as otherwise provided for herein shall continue.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

- A) Any notice required to be given by the parties pursuant to the terms of this agreement shall be in writing and addressed as follows:
- 1) If by the Association, to the Superintendent of Schools.
 - 2) If by the Board, to the Association, in care of its President.
- B) Any individual contract between the Board and an employee shall be subject to and consistent with the terms of this Agreement.
- C) If any terms of this Agreement are found to be in violation of any law, the remaining terms of the Agreement shall remain in force and effect.

ARTICLE 22 - SALARIES

- A) Salaries shall be paid in accordance with guides set forth in Schedule A, appended.

B) Any employee assigned additional duties by the Superintendent or designee to cover a position temporarily vacated due to illness, vacation, retirement or unfilled position shall be compensated at a rate of \$50.00 a day after 10 consecutive work days. Compensation will be retroactive to the first day of the vacated position with.

C) The assignment of additional duties shall be made in writing to the employee by the immediate administrator/supervisor. Reimbursement shall not be discretionary.

ARTICLE 23 – LONGEVITY

A) Upon completion of ten (10) years of regular employment by the Board of Education, all Association members shall receive longevity pay of one percent (1%) of the base annual salary for each five (5) years of employment.

ARTICLE 24 - PROFESSIONAL ACHIEVEMENT

A) Professional Certification

Any individual on the Association salary guide having earned the Basic, Associate Professional or Advanced certificates in the PDP Certificate program will receive the following compensation added to the base salary annually as follows.

<u>PDP CERTIFICATE</u>	<u>AMOUNT</u>
Basic	\$519
Associate Professional / Basic	\$1246
Advanced / Associate Professional/Basic	\$2180

B) Professional Improvement

1) Association members may enroll in various accredited college, in-service, state, county, and agency sponsored courses to promote his/her professional development. Such courses may be utilized for salary credit.

2) Association members shall be entitled to accrue maximum of 18 Professional Improvement Credits:

- a)** Each accrued 9 credits will receive an additional compensation of \$750 added to current salary annually for a maximum of \$1500.
- C)** Association members taking a course for salary credit must demonstrate how the course relates to his/her professional development.
- D)** Courses must be approved in advance by Superintendent or designee.
- E)** Upon completion of a course credit or program certificate, the member shall submit to the Superintendent or designee a transcript or official documentation confirming achievement of course credit. A Grade of "B" or better is required unless the course is evaluated on a Pass/Fail basis.
- F)** Salary Adjustments shall be made twice per year (September 1st and February 1st for all columns).
- G)** Any individual having earned a PDP Certificate through college credits cannot apply those same credits to the Professional Improvement compensation.

ARTICLE 25 - OVERTIME RATES

A) All Association members shall be paid overtime in accordance with the following rate schedule:

- | | |
|--|---|
| 1) Weekdays (Monday - Friday) hours | 1 1/2 X base hourly rate after 35 hours |
| 2) Saturdays | 1 1/2 X base hourly rate |
| 3) Sundays | 2 X base hourly rate |
| 4) *Holidays | 2 1/2 X base hourly rate |

*as listed in Holiday Schedule

B) All overtime worked shall be voluntary.

ARTICLE 26 - REPRESENTATION FEE

- A)** If a member of the bargaining unit represented by the Association does not become a member of the Association during any membership year (i.e., from September 1st to the following August 31st), which is covered in whole or in part by this Agreement, that bargaining unit member will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.
- B)** Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.
- C)** The Board agrees to deduct from the salary of any member of the bargaining unit represented by the Association who is not a member of the Association for the current membership year the full amount of the representation fee set forth above and promptly to transmit the amount s deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks of those concerned during the remainder of the membership year in question. The deductions for a particular person will begin no longer than (30) days after that person fills a bargaining unit position.
- D)** Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- E)** The Association agrees to indemnify and hold the Board harmless against any liability for damages and legal fees which may arise by reason of any action taken by the Board applying with the provisions of this Article.

ARTICLE 27 - SUBCONTRACTING

- A)** The Board agrees that prior to any formal action to consider subcontracting; it shall discuss the matter fully with the Association and its representatives. The Board further agrees that it will not subcontract in bad faith for the purpose of laying off employees or substituting private sector employees for the employees covered by this agreement.

ARTICLE 28 – LAYOFF PROCEDURES

- A) Layoff** – In the event unit members must be laid off, said layoff will be made on the basis of district seniority, insofar as the employee(s) making the seniority claim possesses the necessary job skills and qualifications to perform in the position being claimed. Seniority shall be defined as continuous employment time in the Hackensack Public Schools system at the discretion of immediate supervisor and Superintendent of Schools.
- B) Salary** – Any affected employee who bumps into a lesser salary classification shall retain his/her previously held salary in the higher classification until the salary guide step in the lesser classification surpasses the salary he/she was earning in the previously held higher classification.
- In no event shall the salary paid to an employee in a lesser classification be higher than the salary paid on the same step in a higher classification.
- C) Recall** – In the event a vacancy occurs, laid off employees shall have first preference for interviewing at the same step, appropriate column. They shall be entitled to recall in order of seniority so long as the employee making the recall claim possesses the skills and qualifications to fill the vacant position.

When unit members are recalled to work, they shall be restored to the appropriate step of the salary scale receiving credit for all time served in Hackensack. All accumulated sick time and all other benefits said employee has at time of layoff shall be restored in their entirety upon the return of the employee.

D) Continuance of Seniority – Seniority shall not accumulate during the period of layoff or approved leave of absence. Upon recall or return from approved leave of absence, employees shall have their accumulated seniority to the date of layoff or commencement of approved leave of absence.

ARTICLE 29 - DURATION OF AGREEMENT

This Agreement shall commence July 1, 2012 and terminate June 30, 2015, unless both parties agree, in writing, to an extension.

In Witness Whereof the parties hereunto set their hands and seals this

_____ day of _____

For the Hackensack Board of Education For the HAOP of Hackensack

President

President

Secretary

Secretary

SALARY GUIDE 20013 - 2015

SCHOOL YEAR 2012 - 2013

COLUMN 1 COLUMN 2

A	\$38,934	\$43,483
B	\$40,192	\$44,881
C	\$41,049	\$45,260
D	\$42,708	\$47,375
E	\$43,965	\$49,063
F	\$45,223	\$51,210
G	\$46,482	\$53,250
H	\$47,740	\$54,967
I	\$48,997	\$55,665
J	\$52,050	\$57,445
K	\$59,250	\$63,899

(Salary and Step Frozen)

SCHOOL YEAR 2013- 2014

COLUMN 1 COLUMN 2

A	\$39,634	\$44,383
B	\$40,195	\$44,891
C	\$41,249	\$46,290
D	\$42,178	\$47,075
E	\$43,995	\$49,080
F	\$45,295	\$51,010
G	\$46,555	\$53,175
H	\$47,826	\$55,235
I	\$49,197	\$56,665
J	\$52,317	\$58,475
K	\$59,760	\$64,450

SCHOOL YEAR 2014 - 2015

COLUMN 1 COLUMN 2

A	\$40,270	\$44,843
B	\$40,910	\$45,290
C	\$41,550	\$46,460
D	\$43,095	\$48,040
E	\$44,230	\$49,250
F	\$46,105	\$51,261
G	\$47,410	\$53,310
H	\$48,725	\$55,575
I	\$50,136	\$57,660
J	\$54,150	\$61,140
K	\$61,360	\$66,290

NAME:

YEAR 2013-2014 SALARY _____

LONGEVITY _____

YEAR 2014-2015 SALARY _____

LONGEVITY _____